

The Honorable S. Kate Vaughan

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; AMAZON.COM SERVICES LLC, a Delaware limited liability company; and WORLD WRESTLING ENTERTAINMENT INC., a Delaware corporation,

Plaintiffs,

v.

MEHMOOD QAISER, an individual; SHAHEEN GUL, an individual; AMEN QUALITY GOODS LLC, a New Jersey limited liability company, individually and collectively doing business as JHOL, as well as individually and collectively doing business as HOUSEOFSCOTLAND; an individual or entity doing business as HOUSEOFSCOTLAND; and DOES 1-10,

Defendants.

No. 2:22-cv-01216-RSL-SKV

**JOINT STATUS REPORT AND
PROPOSED DISCOVERY PLAN**

Following a conference on September 26, 2022, Plaintiffs Amazon.com, Inc., Amazon.com Services LLC, and World Wrestling Entertainment Inc. (collectively, "Plaintiffs") and Defendants Mehmood Qaiser, Shaheen Gul, and Amen Quality Goods LLC (collectively "Defendants")¹ (together, the "Parties") jointly submit this Joint Status Report and Discovery

¹ Plaintiffs' investigation demonstrated that Defendants Qaiser, Gul, and Amen Quality Goods LLC did business as the JHOL and HouseOfScotland Amazon Selling Accounts, and Plaintiffs served the Complaint on Defendants

Plan pursuant to Federal Rule of Civil Procedure 26(f), Local Civil Rule 26(f), and the Court's Order Regarding Initial Disclosures, Joint Status Report, Case Procedures, and Early Settlement (Dkt. 7).

1. NATURE AND COMPLEXITY OF CASE

Plaintiffs' Statement

Plaintiffs filed their Complaint against Defendants for trademark infringement, copyright infringement, false designation of origin, false advertising, breach of contract, and for violation of the Washington Consumer Protection Act. Plaintiffs' claims arise from Defendants' operation of seller accounts in the Amazon.com store (the "Amazon Store") through which they unlawfully advertised and sold counterfeit and/or infringing WWE-branded products. As a result of their illegal actions, Defendants willfully deceived Amazon and its customers, infringed and misused WWE's intellectual property, harmed the integrity of the Amazon Store, tarnished Amazon's and WWE's brands, and damaged Amazon's and WWE's customers. Defendants' illegal actions breached numerous provisions of Amazon's Business Solutions Agreement, which entitles Amazon to injunctive relief to stop Defendants from marketing or selling infringing products in the Amazon Store, and recover damages for that conduct. Defendants' actions also infringed WWE's trademarks and copyrights, entitling WWE to recover its actual or statutory damages, the disgorgement of Defendants' profits, and its attorneys' fees and costs. Further, Defendants actions constitute unfair competition under the Lanham Act, 15 U.S.C. § 1125, for which Amazon and WWE seek various forms of damages and equitable relief.

Defendants' Statement

Defendants Mehmood Qaiser, Shaheen Gul, and Amen Quality Goods LLC, only, maintain that they have never sold any WWE-branded products, nor have they received any profits relative to the any alleged sale of such products.

Qaiser, Gul, and Amen Quality Goods LLC on behalf of JHOL and HouseOfScotland. However, Defendants Qaiser, Gul, and Amen Quality Goods LLC take the position that they did not do business as JHOL and HouseOfScotland.

2. **PROPOSED DEADLINE FOR JOINING ADDITIONAL PARTIES**

Plaintiffs anticipates that additional defendants could be identified during discovery. The Parties agree that a reasonable deadline for joining additional parties without leave of Court is **February 16, 2023.**

3. **CONSENT TO A MAGISTRATE JUDGE**

The Parties consent to conducting all proceedings before Magistrate Judge Vaughan.

4. **DISCOVERY PLAN WITH PARTIES' VIEWS AND PROPOSALS ON ALL ITEMS SET FORTH IN FRCP 26(f)(3)**

A. **Initial Disclosures**

Pursuant to the Court's September 6, 2022 Order (Dkt. 7), initial disclosures under FRCP 26(a)(1) were timely made by Plaintiffs on **October 11, 2022.** Defendants intend to serve their initial disclosures on OR ABOUT **October 18, 2022.**

B. **Subjects, Timing, and Potential Phasing of Discovery**

The Parties do not require modification of the discovery limits set out by the Federal Rules of Civil Procedure. Special timing or potential phasing of discovery is likewise unnecessary.

C. **Electronically Stored Information**

The Parties agree that this case will involve the exchange of electronically stored information. The Parties do not anticipate needing to use the Western District of Washington Model ESI Protocol at this time.

D. **Privilege Issues**

The Parties do not anticipate any unusual or unique privilege issues.

The Parties agree that an inadvertent disclosure of privileged information shall not constitute a waiver and that they will abide by their obligations under FRCP 26(b)(5)(B) if privileged information is inadvertently disclosed. Specifically, information inadvertently produced in discovery that is protected as privileged or work product shall be immediately returned to the producing Party or certified destroyed upon written notice by the producing Party, and its production shall not constitute a waiver of such protection.

E. Proposed Limitations on Discovery

At this time, the Parties do not see a need to change any of the limitations on discovery imposed under the Federal Rules of Civil Procedure and Local Civil Rules or to impose any other limitations on discovery.

F. The Need for Any Discovery Related Orders

The Parties anticipate entering an agreement to govern the designation of confidential information based on the Court's Model Stipulated Protective Order.

5. THE PARTIES' VIEWS, PROPOSALS, AND AGREEMENTS ON ALL ITEMS SET FORTH IN LCR 26(f)(1)

A. Prompt Case Resolution

The Parties believe early case resolution may be possible after completion of initial discovery.

B. Alternative Dispute Resolution

The Parties believe the case may benefit from private mediation and/or a settlement conference at the appropriate time.

C. Related Cases

- *Amazon.com, Inc., Amazon.com Services LLC, and World Wrestling Entertainment Inc. v. Grato International and Does 1-10*, WDWA Case No. 2:22-cv-01205-SKV, filed on August 30, 2022;
- *Amazon.com, Inc., Amazon.com Services LLC, and World Wrestling Entertainment Inc. v. Superiorleather and Does 1-10*, WDWA Case No. 2:22-cv-01207-TL, filed on August 30, 2022;
- *Amazon.com, Inc., Amazon.com Services LLC, and World Wrestling Entertainment Inc. v. LonspireSports and Does 1-10*, WDWA Case No. 2:22-cv-01209-JHC, filed on August 30, 2022;
- *Amazon.com, Inc., Amazon.com Services LLC, and World Wrestling Entertainment Inc. v. Sports Cheap Gadgets and Does 1-10*, WDWA Case No. 2:22-cv-01210-RSL, filed on August 30, 2022;

- 1 • *Amazon.com, Inc., Amazon.com Services LLC, and World Wrestling*
2 *Entertainment Inc. v. Regalia Craft PK, Leatherright, and Does 1-10*, WDWA
3 Case No. 2:22-cv-01211-RSM, filed on August 30, 2022;
- 4 • *Amazon.com, Inc., Amazon.com Services LLC, and World Wrestling*
5 *Entertainment Inc. v. Maxan International and Does 1-10*, WDWA Case No.
6 2:22-cv-01212-BAT, filed on August 30, 2022;
- 7 • *Amazon.com, Inc., Amazon.com Services LLC, and World Wrestling*
8 *Entertainment Inc. v. Rizvi Belts and Medals and Does 1-10*, WDWA Case No.
9 2:22-cv-01214-JHC, filed on August 30, 2022; and
- 10 • *Amazon.com, Inc., Amazon.com Services LLC, and World Wrestling*
11 *Entertainment Inc. v. Armchampionshipb and Does 1-10*, WDWA Case No. 2:22-
12 cv-01215-TL, filed on August 30, 2022.

13 **D. Discovery Management**

14 The Parties agree to work together to manage discovery to promote the expeditious and
15 inexpensive resolution of the case to the extent practicable and appropriate. If non-party
16 discovery costs become significant, the Parties will meet and confer about cost-sharing
17 approaches. The Parties agree to share discovery from non-parties upon request.

18 The Parties agree that discovery requests and responses may be served upon the Parties
19 by emailing counsel of record. The Parties request that the following email addresses be included
20 on all electronic service:

21 Plaintiffs:

- 22 • scottcommerson@dwt.com
- 23 • laurenrainwater@dwt.com
- 24 • samalvarez@dwt.com
- 25 • ardieermac@dwt.com
- 26 • jessicajanssen@dwt.com

27 Defendants:

- 1 • leslieg@amazonsellerslawyer.com

2 **E. Anticipated Discovery Sought**

3 Plaintiffs' general subjects of discovery include but are not limited to:

- 4 • Documents and communications regarding Defendants' sale of counterfeit and/or
5 infringing WWE-brand products;
- 6 • Documents and communications relating to the source of the counterfeit and/or infringing
7 WWE-branded products;
- 8 • Documents relating to Defendants' willfulness, including their counterfeiting of other
9 products;
- 10 • Financial accounts into which Defendants deposited or transferred any funds derived
11 from the sale of counterfeit and/or infringing WWE-branded products;
- 12 • Defendants' profits from the sale of counterfeit and/or infringing WWE-branded
13 products;
- 14 • Identities of any other entities or individuals who participated in the advertising and sale
15 of counterfeit and/or infringing WWE-branded products.
- 16 • Documents relating to other selling accounts created, operated, and/or controlled by
17 Defendants.

18 Defendants' general subjects of discovery include but are not limited to:

- 19 • Identity of bank accounts where alleged profits of sale of WWE-branded products were
20 deposited into;
- 21 • Identity of each selling account created that sold the WWE-branded products and all
22 identifying information relative to same;
- 23 • All documents identifying showing our client participating in the alleged sales of the
24 WWE-branded products;
- 25 • Order history for each account selling the alleged infringing goods and the sales price for
26 the goods at issue; verification documents which were approved by Amazon and/or
27 Amazon Payments for registration of the accounts, including but not limited to, record of

1 phone call or video call with seller registering the account, Driver's License, ID, and/or
2 passport, Bank account statement showing ownership, Credit card statement showing
3 ownership, Proof of business address (usually a utility bill – gas, water, internet),
4 Business license;

- 5 • All information relative to JHOL and HouseofScotland;
- 6 • Any /all usernames, user email addresses, and physical addresses, registered to the
7 accounts, including the shipper addresses, shipment return addresses and warehouse
8 addresses;
- 9 • Any documents reviewed by Amazon to verify ownership of the return addresses;
- 10 • The credit card to which Amazon billed the return shipments of these goods (Amazon
11 does not incur those costs);
- 12 • FBA Shipping plans for goods at issue;
- 13 • Electronic forensics records, especially records showing the IP address and location of
14 the accused account users and especially any record showing an association between
15 Mehmood Qaiser, Shaheen Gul, and/or Amen Quality Goods to the other selling
16 accounts;
- 17 • Disbursement records - ACH payments made to account by Amazon Payments and
18 Amazon Services LLC to deposit method (bank account); and
- 19 • Deposit method(s) registered for each account and any updates or changes made to that
20 information, including any docs linking Mehmood Qaiser, Shaheen Gul or Amen Quality
21 to the Deposit Accounts.

22 **F. Phasing Motions**

23 The Parties do not propose phasing any motions at this time.

24 **G. Preservation of Discoverable Information**

25 The Parties are aware of their obligation to preserve discoverable information and have
26 instituted litigation holds regarding materials relevant to this action.

H. Privilege Issues

See Section 4(D).

I. Model Protocol for Discovery of ESI

See Section 4(C).

J. Alternatives to Model Protocol

The Parties do not propose any alternatives to the model ESI protocol at this time.

6. DISCOVERY COMPLETION DATE

The Parties propose the following schedule for discovery and other major case deadlines:

EVENT	DATE
Deadline to join additional parties	February 16, 2023
Deadline to complete fact discovery	May 18, 2023
Expert Disclosures from expert witness under FRCP 26(a)(2) due (issues for which the Party bears the burden of proof)	June 22, 2023
Rebuttal expert disclosures	July 20, 2023
Close of expert discovery	August 17, 2023
Trial	January 2024

7. BIFURCATION

The Parties do not believe that trial should be bifurcated in any way.

8. PRETRIAL STATEMENTS AND PRETRIAL ORDER UNDER LCR 16(e), (h), (i), (k), AND 16.1

The Parties do not believe that the pretrial statements and pretrial order pursuant to Local Civil Rules 16(e), (h), (i) and (k) and 16.1 should be dispensed with.

9. SUGGESTIONS FOR SHORTENING AND SIMPLIFYING THE CASE

The Parties anticipate that filing summary judgment motions will resolve some or all of this case prior to trial.

10. TRIAL DATE

The Parties believe the case will be ready for trial in **January 2024**.

11. **JURY OR NON-JURY TRIAL**

This is to be a non-jury trial.

12. **NUMBER OF TRIAL DAYS REQUIRED**

The Parties estimate that the trial will take approximately **seven (7) days**.

13. **NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF ALL TRIAL COUNSEL**

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TACOMA, WASHINGTON 98402-4441
(253) 302 5955

14. **TRIAL COUNSEL DATE COMPLICATIONS TO BE CONSIDERED IN SETTING TRIAL DATE**

Plaintiffs' counsel is unavailable August 21, 2023 through September 14, 2023.

15. **SERVICE OF DEFENDANTS**

All defendants have been served.

16. **SCHEDULING OR OTHER FRCP 16 CONFERENCE**

The Parties agree that it is not necessary at this time to schedule a discovery or case management conference.

17. **DATES THAT NONGOVERNMENTAL CORPORATE PARTIES FILED
DISCLOSURE STATEMENTS PURSUANT TO FRCP 7.1 AND LCR 7.1**

Plaintiffs filed their corporate disclosure statements on August 30, 2022 (Dkt. 2, 3).

Amen Quality Goods filed its corporate disclosure statement on October 18, 2022.

DATED this 18th day of October, 2022.

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s/ Lauren Rainwater

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